

Exhibit 92 to the Cobb Declaration
(Dkt. No. 316-8)

REDACTED

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In Re:)
)
) No. 2:21-cv-00563-JCC
VALVE ANTITRUST LITIGATION)
)

VIDEO-RECORDED DEPOSITION UPON ORAL EXAMINATION OF
SCOTT LYNCH

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9:11 A.M.

THURSDAY, OCTOBER 12, 2023
701 FIFTH AVENUE, SUITE 5100
SEATTLE, WASHINGTON

Reported by: Tami Lynn Vondran, CRR, RMR, CCR/CSR
WA CCR #2157; OR CSR #20-0477; CA CSR #14435

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1 Q. What sorts of instances are there where you're
2 getting involved with a developer?

3 A. It could be at every level from the beginning
4 to the end to helping with issues that come up.

5 Q. If it was a particularly important issue,
6 would you want to be involved?

7 A. There are other people that can help with
8 important issues.

9 Q. But in this case, you're the one who got the
10 phone call?

11 A. [REDACTED] called me. We had -- we've always had a
12 great relationship going back for years, so, yeah.

13 Q. [REDACTED] follows up on that the next day
14 and provides an update from [REDACTED] right?

15 A. Yes.

16 Q. And they are building a patch that fixes
17 Valve's problem with [REDACTED] right?

18 A. I'm sorry. Fixes what?

19 Q. Fixes Valve's problem with [REDACTED]

20 A. Let's see.

21 I don't think that's what he says, fixes the
22 problem, but it sounds like it would have solved any
23 issues with the Steam Distribution Agreement.

24 Q. He's trying to solve the issues with the Steam
25 Distribution Agreement; is that right?

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1 A. Yeah.

2 Q. On 960, do you see the third dash, "The

3 [REDACTED] user flow for Steam consumers within [REDACTED]
4 will be."

5 Do you see that?

6 A. Third dash. Yes.

7 Q. And the first subpart is "[REDACTED] is not
8 shown in the client (not accessible in any way within
9 [REDACTED])."

10 Do you see that?

11 A. I do.

12 Q. And that was necessary for compliance --

13 A. No.

14 Q. -- with Valve's SDA?

15 A. No.

16 Q. That wasn't necessary?

17 A. No.

18 Q. Why not?

19 A. The "not accessible in any way within [REDACTED]
20 PC" is not -- would not be a requirement of the Steam
21 Distribution Agreement.

22 Q. Then why was [REDACTED] doing it in order to
23 comply with the SDA?

24 A. I don't know why they were going that far or
25 if they were. And it's possible he was just wording

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1 that incorrectly, but that wouldn't be required.

2 Q. Who's responsible for explaining to developers
3 what their obligations are under the SDA?

4 A. The SDA.

5 Q. Nobody at Valve does that?

6 A. You mean we don't have conversations with
7 people about the SDA? Is that what you're asking?

8 Q. My question is: Does anybody educate
9 developers about what Valve expects under the SDA?

10 A. When they have questions about terms of the
11 SDA, we'll have conversations with them about that.

12 Q. So if they raise a question, Valve will answer
13 it?

14 A. Sure. Yeah.

15 Q. And that would include things like whether or
16 not you can link to other stores; right?

17 A. That would include conversations like that
18 because there's a section in the SDA about that.

19 Q. Same thing about offering content on both
20 Steam and off of Steam?

21 A. There's nothing in the SDA about content off
22 of Steam.

23 Q. Is it your testimony here today that a
24 developer can offer a game on Steam and a game plus
25 additional DLC for that game off of Steam?

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1 A. Yes.

2 Q. You think that's permissible under the SDA?

3 A. Oh, I'm sorry, selling. Are you saying
4 selling?

5 Q. Yes.

6 A. There -- there is a section in the SDA about
7 having content that's -- I think it says something like
8 material parity, something like that.

9 Q. There's a material parity requirement for
10 content in the SDA?

11 A. Yeah. There's a section in the SDA that talks
12 about content and that, you know, the game, you know,
13 should be -- can roughly -- the same with the content,
14 between, you know, different places.

15 Q. Practically, this means that DLC offered on,
16 let's say, [REDACTED] also needs to be offered on Valve,
17 Steam?

18 A. DLC would be one of the things that should be,
19 yeah, similar between the game sold in other places.

20 Q. Material parity; right?

21 A. I think that's the term used.

22 Q. The second subpart says, "Free games pages" --
23 sorry, "Free games page shows only 'Free' products
24 available via Steam (when Play is clicked the user is
25 redirected to the Steam application on the product page

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1 for that specific product); is that right?

2 A. Correct.

3 Q. And this was required by the SDA; right?

4 A. (Witness reading to himself.)

5 That, I would need to kind of look at the
6 agreement. I'm not sure I understand what this is
7 referring to.

8 Q. In any case, [REDACTED] was doing it in order to
9 comply with the SDA?

10 A. I don't know. This one, I'm not exactly sure
11 what he's referring to. It wasn't really mentioned.
12 Was it mentioned someplace else? I don't even see it
13 mentioned anyplace else.

14 Q. Valve had told [REDACTED] that it was taking away
15 preorders for three games; right?

16 A. I think we told them we were going to
17 discontinue preorders because of a violation of the
18 Steam Distribution Agreement.

19 Q. And this change is [REDACTED] attempting to get
20 in compliance; right?

21 A. In part. It looks like there's some extra
22 stuff in here.

23 Q. You think [REDACTED] is just adding in extra
24 things?

25 A. Well, or things they didn't have to do.

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1 There's the not accessible in any way within [REDACTED],
2 so that's just not a requirement.

3 Q. Did [REDACTED] think it was a requirement?

4 A. I don't think so. I don't know why they were
5 doing that.

6 Q. They were just doing it out of the goodness of
7 their heart?

8 MR. CASPER: Object to the form of the
9 question.

10 A. Is that actually a question?

11 Q. (BY MR. SIEBERT) I'm asking you why they're
12 doing it.

13 A. I just said, I don't know.

14 Q. So they're undertaking obligations they don't
15 actually have.

16 Is that your testimony?

17 A. Yeah. I would have told them that you don't
18 have to do that. Maybe he was just wording it
19 incorrectly, but...

20 Q. You actually spoke with [REDACTED] about this;
21 right?

22 A. I spoke with [REDACTED] I didn't speak
23 with -- who's this -- [REDACTED] yeah.

24 MR. SIEBERT: I would like to mark
25 Exhibit 142. This is Tab 21. It's a Bates stamped

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1 document, VALVE_ANT_2771548.

2 (Exhibit Number 142 marked for
3 identification.)

4 Q. (BY MR. SIEBERT) And for the record, this is
5 an email from Scott Lynch to Liam Lavery, subject "Fwd:
6 [REDACTED] Updates on Steam," dated November 8, 2014.

7 A. Okay.

8 MR. CASPER: You need to read the entire
9 document that has been placed before you.

10 THE WITNESS: All right.

11 Q. (BY MR. SIEBERT) I'll represent to you that
12 many of these emails are the same as those we looked at
13 just now.

14 A. Okay. That's what I'm trying to confirm.

15 Some of them are not here. [REDACTED] is not
16 here. Okay.

17 Q. On the first page, there's an email from you
18 beginning with "Hi [REDACTED]"

19 Do you see that?

20 A. Yes.

21 Q. It says, "One more follow-up item"; right?

22 A. Yes.

23 Q. "A confirmation from people in [REDACTED]
24 responsible that acknowledges the mistake and confirms
25 that they will make a concerted effort in the future to